



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

from shielding himself by inserting a clause that the contract is incontestable. *Bridger v. Goldsmith*, 143 N. Y. 424, 38 N. E. 458; *Hofflin v. Moss*, 67 Fed. 440; *Redmond v. Wynne*, 13 N. S. Wales (Law) 39. But it is suggested that in life insurance contracts, this public policy is overborne by the facts that the company, and not the alleged wrongdoer, inserted the incontestability clause, and that it thereby offered an attractive inducement to the insured who would be defrauded were the provision held worthless. *Union Central Life Ins. Co. v. Fox*, 106 Tenn. 347, 61 S. W. 62. See *Patterson v. Natural Premium Life Ins. Co.*, 100 Wis. 118, 124, 75 N. W. 980, 984. See also 24 HARV. L. REV. 53. However, since the clause, though abrogated as to fraud, would still render the policy incontestable on all other grounds, it would only be an empty inducement in so far as the insured had relied upon immunity from charges of intentional wrong. And as such charges are difficult to falsify even after the death of the insured, it would seem that the chance of loss to innocent policyholders would hardly justify the protection of wrongdoers. *Welch v. Union Central Life Ins. Co.*, 108 Iowa 224, 78 N. W. 853; *Reagan v. Union Mutual Life Ins. Co.*, 189 Mass. 555, 76 N. E. 217. See *Mass. Benefit Ass. v. Robinson*, 104 Ga. 256, 271, 30 S. E. 918, 924.

INTERSTATE COMMERCE ACT — CONSTRUCTION OF FREE-PASS PROVISION. — The plaintiff sued in the Mississippi court for an injury due to the railroad's negligence, sustained on an interstate journey, while riding on the tender, with the engineer's permission, and without payment of fare. In Mississippi a person cannot recover for an injury sustained while violating the law. *Held*, that plaintiff cannot recover, as his presence on the tender was in violation of the free-pass provisions of the Interstate Commerce Act. *Illinois Central R. Co. v. Messina*, 240 U. S. 395.

By the Hepburn Amendment to the Interstate Commerce Act, no common carrier may "issue or give any interstate . . . free transportation for passengers," and a penalty is provided for "any person . . . who uses any such interstate . . . free transportation." 34 U. S. COMP. STAT. 584. To allow a friend to ride on the tender is clearly not within the scope of the engineer's authority. *Chicago & Alton R. Co. v. Michie*, 83 Ill. 427, 430; *Rucker v. Missouri Pacific Ry. Co.*, 61 Tex. 499, 501. See *Waterbury v. New York, etc. R. Co.*, 17 Fed. 671, 673. Nor would the friend be a passenger. *Files v. Boston & Albany R. Co.*, 149 Mass. 204, 21 N. E. 311. See J. H. Beale, Jr., "The Creation of the Relation of Carrier and Passenger," 19 HARV. L. REV. 250, 259, 265. It follows that the railroad was not giving "free transportation for passengers" under the act. The principal case therefore establishes that a person may violate the law by accepting a ride, although the railroad is not acting unlawfully in carrying him. The word "such," which seems to establish the same test for the person as for the carrier, is interpreted as merely an indication "that free transportation had been mentioned before." There is much force to the dissenting argument of Mr. Justice Hughes and Mr. Justice McKenna, that there is nothing in the general purpose of the free-pass provisions to call for such a departure from their literal language.

JUDGMENTS — LIENS — EXECUTION BY ONE JUDGMENT CREDITOR AS AFFECTING RIGHTS OF EQUAL JUDGMENT LIENORS. — A debtor, against whom there were docketed three judgments, inherited an interest in realty. By statute these judgments constituted liens on the debtor's realty and by decision they attached as liens of equal force to after-acquired realty. Execution was issued under one of the judgments and a sale of the debtor's interest was made to A. At a subsequent partitioning proceeding, A. sought to be preferred out of the proceeds of the original debtor's share to the extent of the judgment under which he bought. *Held*, that the proceeds of the share of the original judgment

debtor must be divided *pro rata* among the claimants under the three judgments. *Hulbert v. Hulbert*, 216 N. Y. 430, 111 N. E. 70.

For a discussion of the question involved in this case, see NOTES, p. 755.

JUDICIAL NOTICE — TERRITORIAL JURISDICTIONS OF INFERIOR COURTS — NO JUDICIAL NOTICE OF JURISDICTIONS OF JUSTICES OF THE PEACE WHEN FIXED BY BOARD OF SUPERVISORS. — The defendant was convicted of wife abandonment in a justice's court. On retrial in the Circuit Court the only proof of the requisite jurisdiction of the justice of the peace was a statement in the record of the testimony in the justice's court of the place where the defendant left his wife. The territorial jurisdictions of justices of the peace in each county are fixed by a board of supervisors of the county. (1906, MISSISSIPPI CODE, § 2721.) *Held*, that the record fails to show jurisdiction. *Elzey v. State*, 70 So. 579 (Miss.).

The principal case indicates that there are limitations on the rule that the law of the forum will be judicially noticed. The underlying principle, it is submitted, is that the taking of judicial notice of enactments of governmental bodies depends, not upon the mere fact that the enactments are law, but upon the relative importance of their source. Thus, when the judicial and administrative divisions of a state are fixed by public statute, the courts will take judicial notice of their boundaries. *Chicago, etc. R. Co. v. Hyatt*, 48 Neb. 161, 67 N. W. 8. See *Board of Commissioners v. State*, 147 Ind. 476, 497, 46 N. E. 908, 914. Judicial notice will also be taken of the location of towns incorporated under a public statute. See *Gilbert v. National Cash Register Co.*, 176 Ill. 288, 292, 52 N. E. 22, 24. Likewise, when the voice of the people speaks in a public election, the courts will take judicial notice of the results of the voting. *Thomas v. Commonwealth*, 90 Va. 92, 17 S. E. 788. And a state court has not required proof of the executive orders of the Federal Treasury Department. See *Low v. Hanson*, 72 Me. 104, 105. And by the same guiding principle municipal courts must take judicial notice of municipal ordinances. *Scranton v. Danenbaum*, 109 Iowa 95, 80 N. W. 221. But in state courts municipal ordinances must be proved, although they are part of the law. *Metteer v. Smith*, 156 Cal. 572, 105 Pac. 735. Authority supports the principal case in holding that territorial jurisdictions determined by local boards will not be judicially noticed. *Blackenstoe v. Wabash, etc. Ry. Co.*, 86 Mo. 492. See 4 WIGMORE ON EVIDENCE, §§ 2572, 2575, 2577.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — DISTINCTION BETWEEN MUTUAL COMMERCIAL ASSOCIATIONS AND MERCANTILE AGENCIES CONDUCTED FOR A PROFIT. — The defendant was the secretary of a mutual trade protective society which was not conducted for profit. In answer to the inquiry of one of the subscribers regarding the financial standing of the plaintiff, the defendant, in good faith, made a false and libelous statement, for which the plaintiff now sues. *Held*, that the statement was privileged. *London Association for the Protection of Trade v. Greenlands*, 32 T. L. R. 281 (House of Lords).

Credit reports of a mercantile agency are not privileged, when not confined to subscribers having a special interest in the matter. *Sunderlin v. Bradstreet*, 46 N. Y. 188; *King v. Patterson*, 49 N. J. L. 417, 9 Atl. 705. However, the distinct weight of American authority treats reports of such agencies, if confined to persons having a special interest, as privileged. *Ormsby v. Douglass*, 37 N. Y. 477; *Erber v. Dun*, 12 Fed. 526. *Cf. State v. Lonsdale*, 48 Wis. 348, 369, 4 N. W. 390, 397. But in England and a few United States jurisdictions, a contrary view is taken, when the agency is conducted for profit. *Macintosh v. Dun*, [1908] A. C. 390; *Johnson v. Bradstreet*, 77 Ga. 172. See *Pacific Packing Co. v. Bradstreet*, 25 Ida. 696, 704, 139 Pac. 1007, 1010. It is well settled